

SERIAL 08033 LOI OCCUPATIONAL HEALTH SERVICES

DATE OF LAST REVISION: October 07, 2008 CONTRACT END DATE: June 30, 2013

CONTRACT PERIOD THROUGH JUNE 30, 2013

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **OCCUPATIONAL HEALTH SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 04, 2008**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/mm
Attach

Copy to: Materials Management
Bill Warren, Risk Management



CONTRACT PURSUANT TO LOI

SERIAL 08033-LOI

This Contract is entered into this fourth day of June 4TH, 2008 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Concentra Medical Centers, a Nevada corporation ("Contractor") for the purchase of Occupational Health Services.

1.0 TERM

- 1.1 This Contract is for a term of Five (5) years, beginning on the 4TH, day of June, 2008 and ending the 30th day of June, 2013.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional terms up to a maximum of five (5) years, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice. Invoices shall contain the following information: Contract number, purchase order number, item numbers, description of supplies and/or services, sizes, quantities, unit prices, extended totals and any applicable sales/use tax.

2.3 INVOICES AND PAYMENTS:

2.3.1 **The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**

- 2.3.1.1 Company name, address and contact
- 2.3.1.2 County bill-to name and contact information
- 2.3.1.3 Contract Serial Number
- 2.3.1.4 County purchase order number
- 2.3.1.5 Invoice number and date
- 2.3.1.6 Payment terms
- 2.3.1.7 Date of service
- 2.3.1.8 Contract Item number(s)
- 2.3.1.9 Description of Services
- 2.3.1.10 Pricing per unit of purchase
- 2.3.1.11 Extended price
- 2.3.1.12 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.3.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.3.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 DUTIES

3.1 The Contractor shall perform all duties stated in Exhibit "B."

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, reasonable attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

4.2 INSURANCE REQUIREMENTS:

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it only on acts deemed to be at the contractor's negligence.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 30 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

4.2.1 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.2.2 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

4.2.3 Workers' Compensation.

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the

Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

4.2.4 Professional Liability Insurance.

Medical Malpractice Liability insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 per medical incident and \$3,000,000.00 annual aggregate.

4.2.5 Certificates of Insurance.

4.2.5.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.**

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

4.2.5.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.5 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

Concentra Health Services
Db. Concentra Medical Centers
Attn: Regional Manager
320 East McDowell Road
Suite 105
Phoenix, Arizona 85004

4.6 REQUIREMENTS CONTRACT:

- 4.6.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.
- 4.6.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.
- 4.6.3 Contractor agrees to accept oral cancellation of purchase orders.

4.7 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date etc. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

4.8 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall (to the extent permissible under applicable law) become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

4.9 TERMINATION FOR DEFAULT:

- 4.9.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 4.9.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.
- 4.9.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract.
- 4.9.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

4.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.11 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.12 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.13 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.14 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall (with prior written notice during regular business hours and to the extent permissible under applicable law) have full access to, and the right to examine, copy (at the requesting party's expense) and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.16 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to

adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.17 ALTERNATIVE DISPUTE RESOLUTION:

4.17.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

4.17.1.1 Render a decision;

4.17.1.2 Notify the parties that the exhibits are available for retrieval; and

4.17.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

4.17.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

4.17.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

4.18 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.19 RIGHTS IN DATA:

The County shall the (extent permissible under applicable law) own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.20 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.21 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

W. Tom Fogarty, M.D.
AUTHORIZED SIGNATURE

W. Tom Fogarty, M.D.
PRINTED NAME AND TITLE

5080 Spectrum Drive, #1200 W., Addison, TX 75001
ADDRESS

5-29-08
DATE

MARICOPA COUNTY

BY: [Signature]
CHAIRMAN, BOARD OF SUPERVISORS

JUN 18 2008

DATE

ATTESTED:

[Signature]
CLERK OF THE BOARD 060408

JUN 18 2008

DATE

APPROVED AS TO FORM:

[Signature]
DEPUTY MARICOPA COUNTY ATTORNEY

6/13/8

DATE

EXHIBIT A PRICING

PRICING SHEET: NIGP CODE

BIDDER NAME:	CONCENTRA HEALTH SERVICES DBA CONCENTRA MEDICAL CENTERS
VENDOR # :	W000000811
BIDDER ADDRESS:	320 EAST MCDOWELL ROAD, SUITE 105
P.O. ADDRESS:	SAME
BIDDER PHONE #:	602-256-5946
BIDDER FAX #:	602-256-5954
COMPANY WEB SITE:	WWW.CONCENTRA.COM
COMPANY CONTACT (REP):	DAVID BECKMAN
E-MAIL ADDRESS (REP):	DAVID_BECKMAN@CONCENTRA.COM

PAYMENT TERMS:

NET 30

Maricopa County Medical Tests	Component Name	Descriptions	Maricopa County Market Price - Year 1	Notes	Price Year 2	Price Year 3	Price Year 4	Price Year 5
1.1 Routine Physicals	Basic Physical Examination		\$42.00		\$43.26	\$44.56	\$45.89	\$47.27
1.2 Department of Transportation Physicals	DOT Physical Examination		\$42.00		\$43.26	\$44.56	\$45.89	\$47.27
1.3 Post Offer Physical Examination	Titmus Color perception	near, far, color	\$24.00		\$24.72	\$25.46	\$26.23	\$27.01
	Audiogram	(500Hz,1000Hz,2000Hz,3000Hz,4000Hz and 6000Hz)	\$24.00		\$24.72	\$25.46	\$26.23	\$27.01
	Strength Testing	lifting, carrying,pulling, pushing (if required for the job) Determined by HPE Pricing						
	Test for finger/hand strength	if typing, filing, or manual dexterity (if required for the job) Determined by HPE Pricing						
	Mask fit testing		N/A	We currently do not provide fit testing				
	Hep B titer checks		\$87.00		\$89.61	\$92.30	\$95.07	\$97.92
	Influenza Vaccine		\$25.00		\$25.75	\$26.52	\$27.32	\$28.14
	PPD		\$18.00		\$18.54	\$19.10	\$19.67	\$20.26

Maricopa County Medical Tests	Component Name	Descriptions	Maricopa County Market Price - Year 1	Notes	Price Year 2	Price Year 3	Price Year 4	Price Year 5
1.4 Return to Work Physicals	Return to Work Examinations	contractor submit to an exam upon returning to work from a non-occupational illness.	\$42.00	Fit for duty pricing determined by length of time needed to perform exam	\$43.26	\$44.56	\$45.89	\$47.27
1.5 Preventive Measure/Post Exposure Measures								
1.5.1. Asbestos Surveillance								
	Pre-placement Examination	Includes work history, complete physical review of all systems with an emphasis on respiratory system, cardiovascular system, digestive tract, and completion of respiratory disease standardized questionnaire.	\$141.00		\$145.23	\$149.59	\$154.07	\$158.70
	May Include:							
	Chest Roentgenogram	(2 view Chest x-ray)	\$52.00		\$53.56	\$55.17	\$56.82	\$58.53
	Pulmonary Function Tests		\$40.00		\$41.20	\$42.44	\$43.71	\$45.02
	Annual Periodic Exam		\$141.00		\$145.23	\$149.59	\$154.07	\$158.70
	Termination Exam		\$141.00		\$145.23	\$149.59	\$154.07	\$158.70
1.5.2 Lead Monitoring	Lead Monitoring (Lead & ZPP)	all blood level and zinc protoporphyrins sampling and analysis	\$89.00		\$91.67	\$94.42	\$97.25	\$100.17
1.5.3 Respiratory Protection	Respirator questionnaire		\$16.00		\$16.48	\$16.97	\$17.48	\$18.01
1.5.4 Hearing Conservation	Audiometric Test	must be performed by a certified audiologist, otolaryngologist or other physician.		Basic Audiogram in clinic is \$24, Concentra does not provide over reads				
	Mobile Unit Testing	contractor will provide mobile unit service for large number employees requested by County annual onsite audiograms.						

Maricopa County Medical Tests	Component Name	Descriptions	Maricopa County Market Price - Year 1	Notes	Price Year 2	Price Year 3	Price Year 4	Price Year 5
1.5.5 Bloodborne Pathogens	Hepatitis B surface Antibody		\$87.00		\$89.61	\$92.30	\$95.07	\$97.92
	Hep B vaccine (per shot)		\$71.00		\$73.13	\$75.32	\$77.58	\$79.91
	Post-exposure Medical Eval			Pricing is determined by services requested as clinically indicated				
	Blood Draw		\$20.00		\$20.60	\$21.22	\$21.85	\$22.51
	Source Client Blood Draw			Pricing is determined by services requested as clinically indicated by the physician				
1.5.6 Tuberculosis Testing	Chest X-ray 2 view		\$52.00		\$53.56	\$55.17	\$56.82	\$58.53
	TB Test		\$18.00		\$18.54	\$19.10	\$19.67	\$20.26
	TB Questionnaire		\$10.00		\$10.30	\$10.61	\$10.93	\$11.26
1.6 All Other Services	Injury Care	Per Medical Fee Schedule, CMC will bill at fee schedule discount must be taken by County	5% discount off fee schedule					
	Injury Care PLUS Physical Therapy Services	Per Medical Fee Schedule, CMC will bill at fee schedule discount must be taken by County	10% discount off fee schedule					
1.7 All Other Tests								
1.7.1 Law enforcement (AZ POST) examination								
	Pulmonary Function Test		\$40.00		\$41.20	\$42.44	\$43.71	\$45.02
	Respirator Physical	Does not include Chest X ray or PFT if needed	\$42.00		\$43.26	\$44.56	\$45.89	\$47.27
	Vision Titmus Color Perception		\$24.00		\$24.72	\$25.46	\$26.23	\$27.01
	Audiogram	(500Hz,1000Hz,2000Hz,3000Hz,4000Hz and 6000Hz)	\$24.00		\$24.72	\$25.46	\$26.23	\$27.01

Maricopa County Medical Tests	Component Name	Descriptions	Maricopa County Market Price - Year 1	Notes	Price Year 2	Price Year 3	Price Year 4	Price Year 5
1.7.2 Law enforcement return to work examinations								
	Basic	Listed as per hour rate	\$162.00		\$166.86	\$171.87	\$177.02	\$182.33
	Intermediate	Listed as per hour rate	\$214.00		\$220.42	\$227.03	\$233.84	\$240.86
	Comprehensive	Listed as per hour rate	\$267.00		\$275.01	\$283.26	\$291.76	\$300.51
Chest X Ray 1 View	Chest X Ray 1 View		\$44.00		\$45.32	\$46.68	\$48.08	\$49.52
EKG Resting	EKG Resting							
	Under 35 years of age		\$50.00		\$51.50	\$53.05	\$54.64	\$56.28
	Over 35 years of age		\$50.00		\$51.50	\$53.05	\$54.64	\$56.28
Urinalysis, CBC, SMAC	Urinalysis		\$14.75		\$15.19	\$15.65	\$16.12	\$16.60
	CBC		\$26.60		\$27.40	\$28.22	\$29.07	\$29.94
	SMAC23		\$97.00		\$99.91	\$102.91	\$105.99	\$109.17
Ten Panel UDS	Ten Panel UDS		\$35.00		\$36.05	\$37.13	\$38.25	\$39.39
Vision	Titmus Color perception	near, far, color	\$24.00		\$24.72	\$25.46	\$26.23	\$27.01
Stress Test			\$210.00		\$216.30	\$222.79	\$229.47	\$236.36
Chem 23, CBC and UA			\$123.86					
Cardiac Stress Test			\$433.00					
OSHA Questionnaire			\$18.00					
Tetanus Vaccine (optional)			\$25.50					

EXHIBIT B SCOPE OF WORK

1.0 INTENT:

1.1 PURPOSE:

This document constitutes the scope of work for providing pre-placement, post job-offer for Department of Transportation Federal Motor Carrier Safety Administration (FMCSA) and Occupational Safety & Health Administration (OSHA) occupational health services for the employees of Maricopa County. Contractor shall furnish all labor, materials, and equipment necessary to perform the work required.

2.0 SCOPE OF SERVICES:

2.1 The contractor will be required to provide the County with all the following services.

2.1.1 These rules are implemented in the interest of occupational safety and health. The following is a program implementation requirement for Maricopa County.

2.1.2 The contractor will provide labor, material, equipment, and record keeping supplies necessary to serve as the County's occupational health provider for a five (5) year period.

2.1.3 The contractor will cooperate in the transfer of all medical records in the event of contract termination or non-renewal.

2.1.4 The contractor shall have services available seven (7) days a week twenty four (24) hours per day.

2.2 The contractor agrees to prepare, maintain, monitor, update and retain all health, medical, and OSHA exposure records the County deems necessary for carrying out provisions of this proposal. The vendor further agrees that the Maricopa County Safety Office or its designee may carry out monitoring activities.

2.2.1 The Contractor will ensure medical records system which will provide one patient entry/record for all referred employees for the duration of the contract period. This employee record must be accessible from any of contractor's worksites.

2.3 The contractor will prepare a monthly invoice for the occupational health services provided under this Proposal. The invoice will be for work provided during the previous month and will include the name of the examinee, the health service provided, the date of service and the fee charged. The monthly invoice will be mailed or delivered to the referred employee's Departmental Human Resource Representative within Maricopa County.

2.3.1 The contractor will provide monthly statistical reports to Human Resource representative of each Department with a copy to the Risk Management Safety Division, including, but not limited to the number of employee exposures to blood and body fluids, communicable diseases and chemicals. Contractor will also report on number of TB conversions and TB mask fit testing performed.

2.4 The contractor shall have multiple work sites and offer after-hour coverage. The geographical distribution within Maricopa County shall include:

- 2.4.1 Southwest Region: Gila Bend, Hassayampa, Buckeye and Avondale
 - 2.4.2 Northwest Region: Glendale, Sun City, Surprise, El Mirage, and Wickenburg
 - 2.4.3 Northeast Region: Cave Creek, New River, Paradise Valley & Scottsdale
 - 2.4.4 Southeast Region: Tempe, Mesa, Chandler and Sun Lakes
 - 2.4.5 Central Phoenix Region: Downtown Area
 - 2.4.6 The contractor will provide after hour's coverage, including weekends and holidays for all referred employees requiring occupational health services for exposure incidents occurring during these work shifts.
- 2.5 The Contract will be monitored by:
- Maricopa County Risk Management
Occupational Safety Division
2901 W. Durango
Phoenix AZ 85009
- 2.6 Access to Medical Records
- 2.6.1 The contractor will provide all referred employees with "access to their exposure and medical records" as required by Title 29 Code for Federal Regulations Part 1910.1020
 - 2.6.2 The contractor will maintain all employee medical records and exposure reports with copies forwarded to the Risk Management Safety Division for General County and Sheriff Employees to the MCSO Safety Section. Medical records will contain, but no be limited to: medical background, list of medications taken or prescribed, allergies, immunization history, TB skin test history, physical findings, lab tests and results, significant changes to employee health status, ergonomic complaints, nature of exposure, actions/ treatments recommended, additional orders.
 - 2.6.3 The contractor will maintain all medical records and manage reminder/recall systems for updating required immunizations and annual screenings to include by not limited to, written reminders of immunizations, Hepatitis B vaccinations, and PPD due dates.
- 2.7 Department of Transportation Federal Motor Carrier Safety Administration (FMCSA) Physical Examination
- 2.7.1 Pursuant to 49 CFR 391 Subpart B and E, the contractor will provide up to (200) physical examinations per year for Maricopa County. The following will be agreed to for these examinations:
 - 2.7.1.1 The examination will include an examination by a licensed physician and such tests and evaluations as necessary to evaluate the FMCSA requirements.
 - 2.7.1.2 The Contractor will use the DOT Federal Motor Carrier Safety Administration Physical Examination form or forms that meet Department of Transportation requirements to record and preserve the results of the medical examination. If the Department of Transportation requirements are met, the contractor will provide the employee with a standard Department of Transportation (DOT) Medical Card.

- 2.7.1.3 The Contractor will furnish approximately 400 commercial driver's license (CDL) Department of Transportation (DOT) Physicals for County Departments.

2.8 Post-Offer Physical Examinations

The contractor will provide a post-offer assessment based on the job's essential functions for newly hired or transferred employees in accordance with the time frame requested by the human resource representative. The contractor will ensure that all procedures are performed by or under direct supervision of a licensed physician. The physical will include a complete medical and occupational history and essential function assessments, including:

- 2.8.1 Basic vision testing (near, far, color) if required for newly hired or transferred employees. Vision testing will meet DOT requirements.
- 2.8.2 Basic hearing tests (500 hz, 1000 hz, 2000 hz, 3000 hz 4000 hz and 6000 hz) for newly hired or transferred employees.
- 2.8.3 Strength testing if lifting, carrying, pulling, or pushing is required in the job.
- 2.8.4 Test for finger/hand strength if typing, filing, or manual dexterity is required in the job.
- 2.8.5 The contractor will provide a post-offer health screening, including physical exams, mask fit testing, Hepatitis B titer checks, immunizations, and respirator fit testing specific to new hires and department transfers, prior to assumption of new job duties.
 - 2.8.5.1 Immunizations, including Influenza will be updated in accordance with current Center for Disease Control and Prevention (CDC) recommendations.
Immunization of Health-Care Workers MMWR Vol.46. RR-18.
 - 2.8.5.2 Purified Protein Derivative (PPD) will be part of the post-offer protocol.
- 2.8.6 The contractor may use its own forms to record and preserve the results of this medical evaluation. A report of the medical evaluations will be used to inform the employee's Human Resource Representative of the evaluation results.
- 2.8.7 Examination results will be provided to the designated Department's Human Resource Representatives immediately. Verbal results will be provided within one (1) working day or twenty-four (24) hours and written results will be provided within three (3) working days or seventy-two (72) hours of the completion of the examination.
 - 2.8.7.1 The written results will include, a narrative describing the physician's findings and recommendations, aligning item responses to the essential functions of the County's job classification specifications, and to related items in the required knowledge, skills, and abilities section. The physician will also complete a physical limitation form for employees not returning to regular work.

2.9 Periodic Physical Examination

The contractor will provide physical examinations for referred employees who exhibit health problems (e.g., excessive sick leave usage, abnormal behavior) to determine a worker's physical capabilities and limitations.

2.9.1 The results of the examination will be provided to the designated Department's Human Resources Representative immediately. Verbal results will be provided within one (1) working day or twenty-four (24) hours and written results will be provided within three (3) working days or seventy-two (72) hours of the completion of the examination.

2.9.1.1 The written results will include a narrative describing the physician's findings and recommendations, and aligning item responses to the essential functions of the County's job classification specifications, and to related items in the required knowledge, skills, and abilities section. The physician will also complete a physical limitation form for employees not returning to regular work.

2.10 Return to Work Examinations

The contractor will provide service to referred County employees who are required to submit to an examination upon returning to work from a non-occupational illness

2.10.1 The results of the examination will be provided to the designated Department's Human Resources Representative immediately. Verbal results will be provided within one (1) working day or twenty-four (24) hours and written results will be provided within three (3) working days or seventy-two (72) hours of the completion of the examination.

2.10.2 The written results will include a narrative describing the physician's findings and recommendations, aligning item responses to the essential functions of the County's job classification specifications and to related items in the required knowledge, skills, and abilities section. The physician will also complete a physical limitation form for employees not returning to regular work.

2.11 Preventive Measures / Post Exposure Measures

The contractor will provide physical examinations, exposure evaluations and preventive measures according to OSHA and other regulatory requirements, as determined by job classification specifications and referral.

2.11.1 Asbestos Surveillance

Title 29 Code for Federal Regulations Part 1910.1001(1) and, Appendix D to Title 29 Code for Federal Regulations Part 1910.1001. and, Appendix E Title 29 Code for Federal Regulations Part 1910.1001

2.11.1.1 The contractor will ensure that all procedures are performed by or under the direct supervision of a licensed physician.

2.11.1.2 The contractor will provide a medical surveillance program for all employees who are or will be exposed to airborne concentrations of asbestos fibers.

2.11.1.3 The contractor will provide pre-placement examinations. Such examinations shall include, as a minimum, a medical and work history; a complete physical examination of all systems with emphasis on the respiratory system, the cardiovascular system and digestive tract; and completion of the respiratory disease standardized questionnaire.

Additional tests may include:

- chest roentgenogram
- pulmonary function tests
- any further testing deemed appropriate by the examining physician

2.11.1.4 The contractor will provide annual periodic examinations.

2.11.1.5 The contractor will provide any employment termination exams.

2.11.1.6 The contractor will provide the referred employee's Human Resource Representative with all physicians' written opinion and recommended limitations.

2.11.1.7 The contractor will provide physician consultation with employees, including explanations and understanding of all possible associated health risks.

2.11.1.8 The contractor must provide follow-up and means of notification to the employee and the Department's Human Resources Representative if or when an employee requires reevaluation or further medical testing.

2.11.1.9 The contractor will maintain all employee medical records and exposure reports as required by this standard.

2.11.2 Lead Monitoring

Title 29 Code for Federal Regulations Part 1910.1025(j) and, Appendix C to Title 29 Code of Federal Regulations Part 1910.1025.

2.11.2.1 The contractor will ensure that all procedures are performed by or under the direct supervision of a licensed physician.

2.11.2.2 The contractor will provide pre-placement, annual medical examinations, to all referred County employees who are or will be exposed to lead contamination.

2.11.2.3 The contractor will provide all biological monitoring required under the standard. This includes but is not limited to:

- All blood level and zinc protoporphyrins sampling and analysis.
- Any further laboratory or other testing deemed necessary by the physician, including pregnancy testing, and evaluation of male fertility.

2.11.2.4 The contractor will provide referred employees with notification, interpretation, and consultation about biological-monitoring results, and provide information about the potential health effects of lead exposure.

2.11.2.5 The contractor must provide follow-up and means of notification to the employee and the Department's Human Resources Representative if or when an employee requires reevaluation or further medical testing.

2.11.2.6 The contractor will maintain all employee medical records and exposure reports as required by this standard.

2.11.3 Respiratory Protection

Title 29 Code for Federal Regulations Part 1910.134 (e)-(m) and, Appendix A to Title 29 Code for Federal Regulations Part 1910.134, and, Appendix B-1 to Title 29 Code for Federal Regulations Part 1910.134, and, Appendix C to Title 29 Code for Federal Regulations Part 1910.134.

2.11.3.1 The contractor will complete the respiratory disease standardized questionnaire and provide any further diagnostic procedures that the physician deems necessary.

2.11.3.2 The contractor will provide any medical tests, consultations, and completion of the respiratory disease standardized questionnaire, including any further diagnostic procedures that the physicians deems necessary.

2.11.3.3 The contractor will provide the employee with an opportunity to discuss the questionnaire or test results.

2.11.3.4 The contractor must provide the employee and the Department's Human Resource Representative with a written recommendation regarding the employee's ability to use the respirator.

2.11.3.5 The contractor must provide follow-up and means of notification to the employee and the employee's Human Resource Representative when an employee requires reevaluation or further medical testing

2.11.3.6 The contractor must provide respirator fit testing to all referred employees. Protocols and procedures are contained in Appendix A of the OSHA

2.11.3.7 The contractor will agree to retain records of all employee medical evaluations, and fit-testing evaluations as required by this standard.

2.11.4 Hearing Conservation

Title 29 Code for Federal Regulation Part 1910.95 and Appendix A to Title 29 Code for Federal Regulation Part 1910.95 and, Appendix C to Title 29 Code for Federal Regulation Part 1910.95 and, Appendix D to Title 29 Code for Federal Regulation Part 1910.95 and, Appendix F to Title 29 Code for Federal Regulation Part 1910.95.

2.11.4.1 The contractor will establish and maintain an audiometric testing program for County employees according to federal regulations.

2.11.4.2 Audiometric tests shall be performed by a licensed or certified audiologist, otolaryngologist or other physician.

2.11.4.3 The contractor will establish a baseline audiogram and annual audiograms.

2.11.4.4 The contractor will provide all evaluations of audiograms, review problem audiograms, and determine needs for further evaluation.

2.11.4.5 The contractor must provide follow-up and notification to the employee and the employee's Human Resource Representative if or when an employee requires reevaluation or further medical testing.

2.11.4.6 The contractor will provide employees with any discussion, interpretation and consultation regarding their audiogram testing results and possible health risks.

2.11.4.7 The contractor shall retain all employee audiometric test records as required by this standard.

2.11.4.8 The contractor will provide mobile unit services for conducting large number of employees test as requested by County to conduct annual onsite audiograms.

2.11.5 Bloodborne Pathogens

Title 29 Code for Federal Regulations Part 1910.1030 (f) and Appendix A to Title 29 Code for Federal Regulations Part 1910.1030.

2.11.5.1 The contractor will ensure that all procedures are performed by or under the direct supervision of a licensed physician.

2.11.5.2 The contractor will provide Hepatitis B Surface antibody screening to all referred County employee's when employee's claim immunity to Hepatitis B, and when required according to the job's essential functions.

2.11.5.3 The contractor will provide Hepatitis B immunizations if the referred employee does not claim immunity or the test comes back negative. The contractor will provide employee and the Department's Human Resource Representative notification and appointment scheduling required for completion of the immunization series.

2.11.5.4 The contractor will provide post-vaccination antibody titer testing to determine employee conversion response to HBV.

2.11.5.5 The contractor will provide post-exposure medical evaluation and follow-up to referred employees according to CDC recommendations. The medical evaluation will consist of :

2.11.5.5.1 Blood draws to determine HIV/HBV/and HCV status.

2.11.5.5.2 Source client blood draws to determine HIV/HBV and HCV status.

2.11.5.5.3 Result notification of source client's lab results to the employee.

2.11.5.6 The contractor will provide exposed employee with counseling and medical evaluation for any resulting HIV/HBV and HCV related illnesses.

2.11.5.7 Contractor will provide post-exposure prophylaxis when medically indicated. This will include employee consultation of any potential side effects or adverse reaction caused by prophylaxis treatment in accordance with "Public Health Service Guidelines for the Management of Health-Care Worker Exposures to HIV and Recommendations for Post exposure Prophylaxis". See Appendix J.

2.11.5.8 The contractor will maintain all employee medical records and exposure reports as required and provide copies to the Risk Management Safety Division.

2.11.6 Tuberculosis Guidelines

Guidelines for Preventing the Transmission of Tuberculosis in Health-Care Settings, with Special Focus on HIV-Related Issues and Title 29 Code for Federal Regulations Part 1910.139

2.11.6.1 Employee will complete a brief medical tuberculosis history. Signs and symptoms will be reviewed by contractor. If patient is symptomatic a chest x-ray and sputum collection will be provided.

2.11.6.2 The contractor will provide Mantoux Skin test for tuberculosis to all referred employees, during post offer examination and according to schedule determined by the Department's employee risk assessment.

2.11.6.3 The contractor must provide follow-up and notification to all employees and the Department's Human Resource Representative for PPD skin tests bi-annual updates.

2.11.6.4 Employees with negative skin test (less than 5mm reading will be re-tested in 7 to 21 days. Those employees with a negative reading of <5mm on the second test will be considered to have a confirmed negative baseline.

2.11.6.5 Interpretations of positive skin test will receive a PA chest x-ray. The contracted physician will determine if preventative therapy is appropriate. Determining factors will include age, liver function test, etc. in accordance with CDC recommendations.

2.11.6.6 Those with abnormal chest x-rays will be referred to the Maricopa County Department of Public Health's Tuberculosis program for treatment and evaluation.

2.11.6.7 The contractor will counsel the employee on the results of all test and actions to be taken.

2.11.6.8 The contractor will provide the Department's Human Resource Representative with monthly tracking reports stating the number of conversions and respirator fit tests completed.

2.11.6.9 The contractor will conduct all TB mask and respirator fit testing procedures for all referred County employees according to Title Code 29 Code for Federal Regulations Part 1910.139, Respiratory Protection for M. Tuberculosis.

2.11.6.10 Routine immunization, including influenza will be updated for employees of Record.

2.11.6.11 Reminder recall system will be maintained and managed by the Contractor, to notify employees for due dates and scheduling.

2.12 LAW ENFORCEMENT PHYSICALS AND SERVICES:

2.12.1 Deputy Sheriff Physical Induction Exam P.O.S.T. Exam. Inclusive of the following:

2.12.1.1 Medical history review and brief medical examination in accordance with instructions provided by MCSO.

2.12.1.2 The Physical shall follow all requirements referenced in the AZ. P.O.S.T. procedures manual and medical screening manual.

2.12.1.3 All physicians performing Deputy Examinations shall be AZ. P.O.S.T. certified.

2.12.2 Detention Officer Physical Examination. Inclusive of the following:

2.12.2.1 Medical history review and brief medical examination in accordance with instructions provided by MCSO to include the following:

2.12.2.1.1 Pulmonary Function Test

2.12.2.1.2 Respirator Physical

2.12.2.1.3 Vision Test

2.12.2.1.4 Audiogram

2.12.2.2 Doctor will recommend to MCSO whether the applicant is acceptable or not for employment based on the physical.

2.12.3 Fitness Examination. Fitness for duty medical evaluations determine the capability of an individual to continue or resume duties as described in the provided MCSO job description. The evaluation shall include the appropriate physical examination, and diagnostic tests as indicated by the individual case. The indicated diagnostic tests shall be charged at the usual and customary rate and shall be conducted only with prior approval of the Sheriff's Office.

2.12.3.1 Basic

2.12.3.2 Intermediate

2.12.3.3 Comprehensive (per hour rate)

2.12.4 Return to Work Evaluation. Return of essential functions (evaluation may be expanded by physician with authorization from the Sheriff's Office). Review of employees PCP release and/or work restrictions.

2.12.5 Individual Costs

- 2.12.5.1 Chest X-ray
 - 2.12.5.1.1 One View
 - 2.12.5.1.2 Two View
- 2.12.5.2 EKG
 - 2.12.5.2.1 Under 35 years of age
 - 2.12.5.2.2 35 years of age and older
- 2.12.5.3 Urinalysis, CBC, SMAC
 - 2.12.5.3.1 Urinalysis
 - 2.12.5.3.2 CBC
 - 2.12.5.3.3 SMAC23
- 2.12.5.4 Ten-Panel Drug Test
- 2.12.5.5 Audiometer Baseline Tests
- 2.12.5.6 Vision Examination
- 2.12.5.7 Pulmonary Function Test
- 2.12.5.8 Respirator Medical Evaluation. Includes examination and written certification by a qualified physician or other qualified health care professional.
- 2.12.5.9 Exercise Test
- 2.12.5.10 Stress Treadmill
- 2.12.6 All contractor personnel shall have no unresolved complaints on file with, the licensing or certifying agency, the Maricopa County Medical Society, or the American Medical Association.
- 2.12.7 All physicians shall be a medical doctor licensed to practice medicine in the State of Arizona. All Deputy Sheriff Examinations will be reviewed and completed under the direction of an AZ POST certified physician.
- 2.12.8 The Contractor shall have experience with and use Law Enforcement Physical and AZ POST (Arizona Peace Officer Standards Training Board) forms and any additional forms required by MCSO.
- 2.12.9 Appointments for physicals shall be available and confirmed within 72 hours after request.
- 2.12.10 Contractor agrees to have an available appointment for MCSO within one hour of any scheduled time (no person will have to wait more than one (1) hour).
- 2.12.11 Contractor shall reserve and have available seven (7) appointments per day, Monday through Friday for MCSO applicants. " Appointments will be scheduled at no more than three (3) different facilities within close proximity to the MCSO. Training Center. Physical paperwork will be

completed by applicant prior to arrival" MCSO to determine and notify contractor of selected locations.

2.12.12 The Contractor's duties shall include, but not necessarily be limited to, the following:

2.12.12.1 The Contractor shall note in each client's file and on appropriate forms as prescribed by AZ P.O.S.T.

2.12.12.2 The Contract shall provide as needed, a narrative description written to document the medical record of the client.

2.12.12.3 The Contractor shall provide a written statement when any medical, physical or mental circumstance exists which would limit the person's ability to effectively perform the duties of a peace officer on a continuing basis or creates a reasonable probability of substantial harm to the person or others, describe how the circumstances affect the person's ability to perform the duties of a peace officer, and specify the type & duration of any treatment required.

2.12.12.4 Where designated, the Contractor's services shall be provided and invoiced in hourly increments or fractions thereof where hourly rates are specified. No minimum time will be allowed. Medical Services provided in increments of less than one (1) hour shall be paid on the prorated basis (30 minutes of service shall be paid at the rate of one half of the firm, fixed per hour price). The Contractor may also invoice travel time to and from their office and their "time" as required by MCSO when the hourly rate applies (i.e.) hearings.

2.12.13 Contractor shall provide written results of medical evaluations within one (1) week of the medical evaluation date.

2.12.14 Referral or additional examinations needed in individual cases shall receive prior approval from MCSO and be charged at the usual and customary rate.

**CONCENTRA MEDICAL CENTERS, 1818 E. SKY HARBOR CIRCLE NO. SUITE #150, PHOENIX, AZ
85034**

PRICING SHEET: NIGP CODE 9487422

Terms:	NET 30
Vendor Number:	W000000811 X
Telephone Number:	800/254-5677
Fax Number:	602/392-1151
Contact Person:	Tom Fogarty
E-mail Address:	darla_nigg@concentra.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2013.